REMARKS/ARGUMENTS

With this Amendment, Applicant amends claims 13, 14, 17, 18 and 20 and adds new claims 40-44. No new matter is added. Applicant notes that support for the amendments to claims 13, 14, 17, 18 and 20 can be found at least in paragraphs [0029], [0033] and [0034] of the specification. Therefore, claims 13-18 and 20-44 are all the claims currently pending in the application. Based on the foregoing amendments and the following remarks, Applicant requests reconsideration of the application and allowance of the claims.

I. Rejection of Claims 13-18, 20-39 Under 35 U.S.C. § 103(a)

Claims 13-18 and 20-39 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Roke Manor Research Limited (GB #2 349 548A; hereinafter "Roke Manor") in view of Red Fig Limited (GB #2 344 491A; hereinafter "Red Fig").

Claim 13, as herein amended, requires a client-server system comprises, *inter alia*, a client terminal and a remote server. The client terminal includes a portable radio communication device including a user interface and authentication means. The user interface comprises a plurality of user selectable menu applications and a browser application which operates to request *content,* which *comprises validation* data *and other* data, *stored at the server.* One or more of the menu applications has embedded therein, a sub-menu containing a user selectable direct download link comprising an address of the server. In response to a user selection of the direct download link from the sub-menu, the browser application controls the radio communication device to transmit a signal to connect to the server. The authentication means comprises a means for checking the validation data of the content downloaded from the server, and the remote server comprises means for *downloading the content* to the portable radio communication device *with the validation data* so as to be identifiable by the authentication means as originating from the server. The *validation data and the other data* are downloaded from *the server together* in a *single download file.* Applicant respectfully submits that the combination of Roke Manor and Red Fig does not teach or suggest at least the above recitations of claim 13.

Applicant notes that on pages 3-4 of the Office Action, the Examiner correctly concedes that Roke Manor does not teach or suggest all of the features of claim 13. However, the

Examiner relies on Red Fig to make up for the deficiencies of Roke Manor. Applicant respectfully disagrees.

Applicant points out that in rejecting claim 13, the Examiner posits that the authentication code of Roke Manor corresponds to the claimed validation data and suggests that the software of Roke Manor corresponds to the claimed other data. (See number 2. on pg. 2 of the Office Action) Additionally, the Examiner suggests that the network operator 12 corresponds to the claimed server. (See pg. 6 of the Office Action)[1] In contrast to claim 13, and as pointed out in the RCE filed January 9, 2007 and the Amendment filed October 11, 2006, Roke Manor in combination with Red Fig, at best, discloses broadcasting of software from a broadcaster 14 which is received at a mobile telecommunications device 16. Once the "mobile telecommunications device 16 receives broadcast software [the device] ... then contacts the network operator 12 responsible for the broadcasting so that the software may be enabled for use." (See Abstract; See also pg. 1, lines 21-23 & pg. 2, lines 1-4 of Roke Manor) (emphasis added) To be precise, Roke Manor explains that the broadcaster 14 broadcasts the software, such as Java™, "as a means for delivering the Java™ classes to existing network subscribers 16." (pg. 4, lines 6-7 of Roke Manor) "After downloading the Java™ class of interest, the subscriber 16 then contacts the network operator 12 via a base station 18 to establish point to point contact with the network operator." (pg. 4, lines 10-12 of Roke Manor) (emphasis added). "The network operator 12 then transmits an authentication code to the subscriber 16 via a GSM base station 18 which enables the Java™ class of software to run." (pg. 4, lines 13-15 of Roke Manor) (emphasis added)

Moreover, in an alternative embodiment, Roke Manor in combination with Red Fig. discloses that the broadcaster 14 may continuously broadcast a list of services which are available more frequently than the actual services themselves and the subscriber can decide which services he wants to download. "In response to the subscriber's selection, the phone then listens for the relevant Java™ class to be broadcast." (pg. 6, lines 11-12 of Roke Manor) When the phone detects the selected Java™ class, the software is downloaded and installed and is available for use. Roke Manor explains that the "subscriber can now choose to enable the

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[1] Where the Examiner posits that "it remains that the server behind both kinds of transmissions is just the one for network operator 12."

service" "[u]pon selecting an enabling option" so that an authentication conversation is initiated between the phone and the network operator. (pg. 6, lines 12-17 of Roke Manor) "The network operator <u>then</u> sends an authorization code to the subscriber and arranges for the subscriber to be billed." (pg. 6, lines 17-19 of Roke Manor) (emphasis added)

Based on the foregoing disclosure, Roke Manor in combination with Red Fig, at best, discloses that the software (alleged other data) is broadcast from broadcaster 14 and <u>then</u> in a <u>subsequent and entirely</u> separate transmission, the authentication code (alleged validation data) is transmitted from the network operator 12, to the device 16, via GSM base station 18, so that the <u>previously broadcast</u> and received software (alleged other data) can be enabled. Contrary to the Examiner's assertions, the combination, at best, discloses that the software (alleged other data) and the authentication code (alleged validation data) are downloaded to the device 16 <u>separately</u> in <u>two different</u> transmission steps and at <u>two different times</u>. First, the software is delivered to and received by the device 16. <u>Then</u> the device 16 contacts the network operator 12 and "[t]he network operator 12 <u>then</u> [i.e., subsequently] "transmits an authentication to the subscriber 16, which enables the ... software to run." (pg. 4, lines 13-15 of Roke Manor) Any other interpretation of Roke Manor in combination with Red Fig is simply unreasonable and gives the combination credit for more than what it actually teaches.

In rejecting claim 13, the Examiner alleges that "[t]he overall 'content' transmission in Roke Manor may be ... characterized as simply 'content which comprises validation data and other data stored at the server since the <u>authentication code</u> is part of that 'content' transmission.'" (See pg. 3 of the Office Action) The Examiner further posits that traffic between the network operator 12 and mobile telecommunications device 16 of Roke Manor "is such that the 'validation data and the other data are downloaded from the server together in a single data stream,' when 'data stream' is reasonably interpreted ... to refer to the communications pathway that exists to connect to <u>network operator 12</u>, and 'downloaded...together is interpreted as the coexistence of the two kinds of 'content' that are delivered from <u>network operator 12</u> to <u>device 16</u>. (See id.)

Applicant respectfully disagrees and submits that the above interpretation of Roke Manor in combination with Red Fig gives the combination credit for more than what it actually teaches. As explained above, Roke Manor in combination with Red Fig, at best, discloses that <u>first</u>, the

software is delivered to and received by the device 16. Then the device 16 contacts the network operator 12 and "[t]he network operator 12 then [i.e., subsequently] "transmits an authentication code to the subscriber 16, which enables the ... software to run." (pg. 4, lines 13-15 of Roke Manor) In view of the foregoing, the software is received at the device 16 by itself, i.e., without the inclusion of the authentication code in its data stream. The authentication code is sent, by the network operator 12, during a different and subsequent transmission step, i.e., after the device 16 initiates a point to point connection and contacts the network operator 12. Clearly then, one skilled in the art understands that the combination does not teach or suggest that the software (alleged other data) and the authentication code (alleged validation data) are downloaded from the network operator 12 (alleged server) *together* in *a single download file*, as required by amended claim 13.

In the *Response to Arguments* section, the Examiner alleges that Roke Manor in combination with Red Fig teaches "a 'single data stream' that can be found interconnecting the [network operator] 12 and the [device] 16 ... of Roke Manor, even though the details of the path may vary." The Examiner goes on to posit that that "[o]ver the connections that are established in Roke Manor, both software and authentication code are sent between these devices" and the data is 'downloaded from the server together'" and submits that the "claims do not rule out such an interpretation" "since the Examiner is not permitted to 'read in' the details of communications that applicant seeks." (See pg. 6 of the Office Action) Applicant again respectfully disagrees with the Examiner and points out that Applicant is not requesting the Examiner to read in anything to the claims not recited therein. Claim 13 recites, *inter alia*, "the client terminal comprises ... a user interface operable to request *content* which comprises *validation data* and *other data* stored *at the server*," and that " the *validation data* and the *other data* are *downloaded* from *the server together* in a *single download file*." Even assuming *arguendo* that the network operator 12 does correspond to the claimed server, the combination still does not teach or suggest all of the features of claim 13. Nowhere in the combination is there any teaching or suggestion that the software (alleged other data) and the authentication code (alleged validation data) are downloaded from the network operator 12 (alleged server) *together* in a single download file, as required by claim 13. Rather, as noted above, Roke Manor in combination with Red Fig, at best, discloses that the software is downloaded and received by the device in a first data stream. And

then the device 16 initiates a point to point contact with the network operator and subsequently in a second data stream, the authentication code is sent to the device 16 so that the previously received software can be enabled. The software and the authentication code are not downloaded from the network operator 12 together and there certainly is no teaching or suggestion that the software and the authentication code are downloaded together in a single download file, as required by claim 13. The interrelationship of claim elements is simply not taught by the combination.

Based on at least the foregoing reasons, Applicant submits that the combination is deficient and does not teach or suggest all of the features of claim 13. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of claim 13 and it dependent claims 15, 16, 23, 25, 30 and 35.

Since claims 14, 17, 18 and 20 contain features that are analogous to, though not necessarily coextensive with, the features recited in claim 13, Applicant respectfully submits that claims 14 and 17 and their respective dependent claims 21, 22, 24, 26, 31, 36 and 27, 32 and 37 as well as independent claims 18 and 20 and their respective dependent claims 28, 33, 38, and 29, 34, 39 are patentable at least for reasons analogous to those submitted for claim 13.

II.   New Claims

Applicant has added new claims 40-44 to more fully cover various aspects of Applicant's invention as disclosed in the specification. In addition to their respective dependencies from claims 13, 14, 17, 18 and 20, Applicant respectfully submits that claims 40-44 should be allowable because the cited combination of references do not teach or suggest the recitations of these claims. As noted above, Roke Manor in combination with Red Fig, at best, discloses that the software is downloaded and received by the device in a first data stream. Then the device 16 initiates a point to point contact with the network operator and the authentication code is subsequently transmitted in a second data stream so that the previously received software can be enabled. The software and the authentication code of the combination are transmitted to the device 16 at different times and different instances. As such, the combination fails to teach or suggest that the software (alleged other data) and the authentication code (alleged validation data) are downloaded from the server concurrently, as required by claims 40-44.
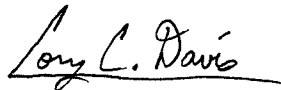
III.   Conclusion

In view of the foregoing remarks, Applicant respectfully submits that all of the claims of the present application are in condition for allowance. It is respectfully requested that a Notice of Allowance be issued in due course. Examiner Bayerl is encouraged to contact Applicant's undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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CLT01 - #4814133v3

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON APRIL 25, 2007.